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THIS BOOK DOES
NOT CIRCULATE

AGREEMENT

between the

HARRINGTON PARK EDUCATION ASSOCIATION

and the

BOARD OF EDUCATION OF HARRINGTON PARK

For 1972 - 1973

THE COUNTY OF BERGEN, NEW JERSEY

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PREAMBLE

This Agreement entered into this _____ day of _____, 19, by and between the Board of Education of Harrington Park, Bergen County, New Jersey, hereinafter called the "Board", and Harrington Park Education Association, hereinafter called the "Association".

W I T N E S S E T H:

WHEREAS, The Board and the Association recognize and declare that providing a quality education for the students of the Harrington Park School District is their primary aim and that the character of such education depends predominantly upon the quality of teaching, the availability of materials, the functional utility of facilities, the release of imagination in planning, and

WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of programs designed to improve educational standards, and

WHEREAS, the Board (and the Employees have negotiated with each other) pursuant to Chapter 303, Public Laws 1968, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

The BOARD recognizes the ASSOCIATION as the exclusive representative for collective negotiations concerning the terms and conditions of employment of all regularly employed certificated and clerical personnel exercising non-supervisory positions.

ARTICLE II

NEGOTIATION PROCEDURE

A. Agreement

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968 in good faith on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires.

B. Procedure

During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association for inspection all pertinent public records, public data and public information of the Harrington Park School District. Not later than December 31 of each year, the Board shall provide the Association with a tentative line budget for the next fiscal year as well as preliminary budgetary proposals, requirements and allocations, to the extent that the budget has been prepared.

ARTICLE II cont'd

C. Composition

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall have the authority to make proposals, consider proposals, and make counterproposals in the course of negotiations, which proposal and counterproposal shall not be binding unless approved by the parties represented. Neither party shall have more than five representatives at any bargaining sessions.

D. Meetings

1. Representatives of the Board and the Association's negotiating committee shall meet at reasonable times during the school year until agreement is reached.

ARTICLE III

GRIEVANCE PROCEDURE

The parties shall be governed by the grievance procedure, Schedule A, adopted by the Board on June 1, 1966, which is attached hereto and made a part hereof.

ARTICLE IV

SALARIESA. Salary Schedule

The salaries of all personnel covered by this Agreement are set forth in Schedule B which is attached hereto and made a part hereof.

B. Time of Payment

When a payday falls on or during a school holiday or vacation, teachers shall receive their paychecks on the last previous working day.

ARTICLE V

INSURANCE PROTECTION

The Board shall provide for certificated personnel covered by this Agreement single coverage under the New Jersey Public and School Employee Health Benefits Plan, which shall include Blue Cross, Blue Shield, Rider J and major medical insurance protection. The carrier shall not be changed without mutual consent.

ARTICLE VI
BOARD RIGHTS

A. Statement

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains and reserves unto itself, without limitations except as otherwise provided in this Agreement and under the provisions of Chapter 303, Public Laws 1968, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Consitution of the State of New Jersey and of the United States, by the decision of the Courts of the United States and of the several states, the Commissioner of Education and the State Board of Education of the State of New Jersey and by the Rules and Regulations of the State Board of Education of the State of New Jersey.

B. Willingness to Discuss

The willingness of the Board to discuss matters which are within the sole prerogatives of the Board shall not be deemed to constitute a waiver or relinquishment of any such prerogatives.

ARTICLE VII

TEACHER RIGHTS

A. Rights and Protection in Representation

Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. Just Cause Provision

No tenure teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given an adverse evaluation of his professional services without cause, provided such action relates to the terms and conditions of employment. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

D. Required Meetings or Hearings

Whenever any tenure teacher is required to appear before the superintendent or his designee, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension of a tenure teacher pending charges shall be with pay.

E. Evaluation of Students

The teacher shall maintain the right and responsibility to determine grades and other evaluations of students within the grading policies of the Harrington Park School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible, provided said exercise of judgment does not infringe upon standards and policy established by the Board. No grade or evaluation shall

ARTICLE VII cont'd

be changed without consultation with the teacher. Such change shall be indicated as authorized by the principal if changed without teacher approval.

F. Criticism of Teachers

Any question or criticism by a supervisor or administrator, of a teacher's instructional methodology shall not be made in the presence of students, parents or other members of staff. In the event a complaint regarding a teacher is made by a parent which could adversely affect the teacher's position in the school system and such complaint is brought to the attention of the teacher, said teacher shall be informed of all the facts and details available and shall have the opportunity to process his position on the matter through appropriate channels.

G. Orientation Programs

Duties and responsibilities of teachers involving student supervision outside of regular class work shall be clearly explained as part of the regular orientation program.

H. Personnel Records1. File

A teacher shall have the right, upon request, to review the contents of his personnel file and to make copies of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him during such review.

2. Contents of File.

No material shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the superintendent or his designee and attached to the file copy.

3. No Separate File.

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.

4. Termination of Employment.

Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no documents and/or evaluation shall be placed in the personnel file of such teacher after severance.

I. Exclusive Rights.

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other organizations unless such other organizations shall be recognized by the Board.

TEACHER WORK YEARIn-School Work YearTen (10) Month Personnel

The in-school work year for teachers employed on a ten month basis (other than new personnel who may be required to attend an additional two (2) days of orientation) shall not exceed five days beyond the student calendar.

ARTICLE IX

TEACHING HOURS AND TEACHING LOADA. Teacher Day

1. Teachers shall indicate their presence for duty by placing a check in the appropriate column of the faculty "sign-in" roster.
2. No teacher shall be required to report for duty earlier than ten (10) minutes before the opening of the pupil's school day.

B. Instructional Planning

Every teacher shall plan and teach course content in the manner he considers most practical and useful. Teachers who have received satisfactory evaluations shall be required to submit standardized daily or weekly lesson plans which involve a mandated procedure or form at the discretion of the Administration.

C. Meetings1. Faculty and Other

Teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending faculty or other professional meetings a maximum of five (5) days per month at the discretion of the administration.

Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run for no more than sixty (60) minutes, with the exception of those meetings involving released time.

One day per month shall be a 2:00 P.M. student release time for the purpose of staff inservice training.

2. Prior to Holidays and Weekends.

Meetings which take place after the regular in-school work-day and which require attendance shall not be called on Fridays or on any day prior to a legal holiday.

D. Preparation Time.

Classroom teachers Grades 1 - 4 shall, in addition to their lunch period, have daily preparation time of at least twenty (20) minutes during which they shall not be assigned to any other duties.

ARTICLE X

NONTEACHING DUTIES

A. Intent.

The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end.

B. Application.

List of nonteaching duties.

Personnel other than teachers shall perform nonteaching duties and teachers shall not be required to perform the following duties:

Inventorizing and storing books, delivering books to classrooms, keeping cumulative record cards, and other clerical and/or custodial functions.

TEACHER ASSIGNMENTA. Requesting Change

All teachers shall have the opportunity to request a change in teaching assignment at any time. When advisable and feasible, as determined by the Board of Education, the request will be honored.

B. Dates for Notification

All tenured teachers shall be given written salary notices or contracts not later than April 15, provided negotiations have been completed and form of contract approved by the Association and the Board. Class and subject assignments will be given on or before June 1st wherever possible. Room assignments will be made on or before June 1st, whenever possible.

C. Area of Competence

In order to assure that pupils are taught by teachers working within their area of competence, teachers shall only be assigned in areas for which they hold a teaching certificate issued by the New Jersey State Board of Examiners.

D. Expenses

Teachers who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the rate of 10¢ per mile for all driving related to assigned duties upon submission of the required voucher, except to and from locations within the school district.

ARTICLE XII

TEACHER - ADMINISTRATION LIASON COMMITTEEA. Composition

This committee shall consist of three (3) representatives appointed by the HPEA and three (3) representatives appointed by the Superintendent.

B. Function

The Committee's function will be to review and discuss local school problems and practices and to play an active role in suggesting the establishment and revision of policies with respect to student behavior; improving instructional and educational techniques; and curriculum development revision and implementation.

C. Meetings - Unscheduled

Either party may call for a meeting of the committee at its option as long as such a request for a meeting is made within a reasonable period of time prior to the suggested meeting date.

D. Meetings - Scheduled

As a general rule the committee shall meet four (4) times during the school year, but by mutual consent the number of meetings may be increased or decreased as required.

The initial meeting of the committee shall be held no later than October 15th of the school year covered by this agreement.

ARTICLE III

PROFESSIONAL DEVELOPMENT EXPENSESA. Reimbursement of Expenses

1. Payment will be made for reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend workshops, seminars, conferences and in-service training sessions assigned by the Superintendent.

B. Improvement of Quality of Instruction1. In-service Workshops, Conferences, Programs

The Board will cooperate with the Association in arranging in-service courses, workshops, conferences, and programs designed to improve the quality of instruction. Such activities shall be coordinated through the Teacher-Administrative Liason Committee. All such programs conducted during the summer shall be voluntary.

2. Innovation

The Faculty and the Board have a mutual responsibility to promote better instruction.

ARTICLE XIV
SUPERVISION OF STUDENT TEACHERS

A. Procedures

1. Consent

Each prospective cooperating teacher may accept or reject any student teacher with adequate notice to the superintendent.

2. Released Time

Each cooperating teacher shall be provided with released time to permit attendance at regularly scheduled orientation and evaluation sessions sponsored by a student teacher's college or university.

3. Assignments

A cooperating teacher shall not involuntarily be given additional classroom or clerical assignments outside of his regular responsibilities during the period he is supervising a student teacher.

4. Assuming Responsibilities

The cooperating teacher and the student teacher shall assess the latter's readiness to assume teaching responsibilities and the cooperating teacher shall have authority for determining in what degrees those responsibilities shall be assumed.

5. Eligibility to Teach

A student teacher shall be permitted to teach unsupervised only in areas for which he will be eligible for certification and only after the approval of the cooperating teacher.

ARTICLE XIV cont'd

6. Substitution

In accordance with State regulations, a student teacher can not be used as a substitute teacher.

7. Materials and Supplies

Upon request, a cooperating teacher shall be provided with a duplicate copy of all instructional materials and teacher manuals for use by the student teacher assigned.

ARTICLE XV

MISCELLANEOUS PROVISIONSA. Saving Clause

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any teacher benefit or Board right, power, or privilege existing prior to its effective date.

B. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association within

ARTICLE XV cont'd

thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

DURATION OF AGREEMENT

This Agreement shall be effective July 1, 1972 and shall continue in effect until June 30, 1973, unless amended by mutual consent.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon all on the day and year first above written.

ATTEST:

Harrington Park Education Association

Phyllis M. Schrock
Secretary

John Kelly
President

ATTEST:

Board of Education of
Harrington Park

W. E. Simmons
Secretary

James E. Post
President

SCHEDULE A

Group Grievance Procedure for Certificated Personnel

To establish an operating procedure for the resolution of group grievances in the Harrington Park School, the following steps shall be taken. With respect to their personal grievances, they shall be assured of freedom from restraint, interference, coercion, discrimination, or reprisal in presenting their appeal. They shall have the right to present their own appeal or designate a person to appear with or for them at any step in the appeal.

It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of such differences at the earliest stage is encouraged.

A. The grievance will be presented to the Professional Rights and Responsibilities Committee of the Harrington Park Education Association in writing.

B. If a majority of the P.R.R. Committee agrees that the matter is properly a group grievance, it will be presented in writing to the Faculty Association for discussion within five school days.

C. If the Faculty Association concurs, the P.R.R. Committee will present the grievance in writing to the Principal within five school days.

D. If the grievance is not resolved at this level within ten school days, the case will be presented with all pertinent papers to the Superintendent who will meet with the Education Committee of the Board of Education.

E. If the Education Committee cannot resolve the grievance within ten school days, the grievance will be referred to the entire Board of Education in writing with all pertinent papers for full Board action with all parties concerned present who shall be heard.

F. The group grievance could result from a problem arising out of a discussion with the Education Committee. Should this be the case, steps A, B, and C would be eliminated.

G. All grievances involving budget items must be resolved before formal budget adoption by the Board of Education.

H. If the Board and the aggrieved are unable to agree, the matter shall be submitted to an advisory board within ten school days after the request of either party to the other. The Board of Education and the Education Association will each name an adviser. A third member who shall be the chairman shall be named by the first two. Costs, if any, shall be shared. The recommendations of the advisory board shall be made public.

SCHEDULE A cont'd

I. If the advisory board fails to make a recommendation acceptable to both parties within fifteen days, the grievance shall be presented to the Commissioner of Education through the County Superintendent of Schools.

J. These procedures may be amended at any time by the Board of Education after such proposed amendments have been submitted to the employees for their reaction and after the employees have had fifteen school days to express their views regarding such proposed amendments. Employees may submit proposed amendments to the Board of Education through the Superintendent of Schools.

Individual Grievance Procedures for Certificated Personnel

Any individual member of the faculty shall have the right to appeal the application of policies and administrative decisions affecting him through administrative channels. With respect to his personal grievances, he shall be assured of freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal.

A faculty member shall have the right to present his own appeal or designate representatives of the Harrington Park Education Association or another person of his own choosing to appear with him at any step in his appeal.

It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of such differences at the earliest possible stage is encouraged.

Procedure:

A. The aggrieved faculty member is to present his grievance in writing to the Professional Rights and Responsibilities Committee.

B. After receiving the grievance, the P.R.R. Committee shall have ten school days in which to call the aggrieved person before the committee to recommend a course of action.

C. If the P.R.R. Committee supports the grievance by majority vote, it is then presented in writing to the aggrieved party's immediate superior within five school days.

D. If the grievance cannot be resolved at this level within ten school days, all pertinent papers shall be presented to the Principal.

E. If the grievance cannot be resolved at this level within ten school days, all pertinent papers shall be presented to the Superintendent who will forward same to the Education Committee of the Board of Education for action.

F. The Education committee has ten school days to resolve the grievance. If no satisfactory agreement can be reached, the matter goes to the entire Board of Education who will meet in executive session within ten school days with all parties concerned who shall be given the opportunity to be heard.

G. The Board of Education shall conclude hearings within ten school days. The Board shall have ten additional school days after the conclusion of the hearings to render a decision to the aggrieved.

H. If the Board and the aggrieved party are unable to agree, the matter shall be submitted to an advisory board within ten school days after the request of either party to the other. The Board of Education and the aggrieved will each name one adviser. A third member who shall be the chairman shall be named by the first two. Costs, if any, shall be shared.

I. If the advisory board fails to make a recommendation acceptable to both parties within fifteen days, the grievance shall be presented to the Commissioner of Education through the County Superintendent of Schools.

Individual Grievance Procedures for Non-Certificated Personnel

J. These procedures may be amended at any time by the Board of Education after such proposed amendments have been submitted to the employees for their reaction and after the employees have had fifteen school days to express their views regarding such proposed amendments. Employees may submit proposed amendments to the Board of Education Through the Superintendent of Schools.

Any individual member of the staff shall have the right to appeal the application of policies and administrative decisions affecting him through administrative channels. With respect to his personal grievances, he shall be assured of freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal.

A staff member shall have the right to present his own appeal or designate another person of his own choosing to appear with him or for him at any step in his appeal.

It is the intent of these procedures to provide for an orderly settlement of differences in a fair and equitable manner. The resolution of such differences at the earliest possible stage is encouraged.

Procedure:

A. The aggrieved person shall present his problem to his immediate superior. If no solution is reached within five school days, the grievance is then presented to the Principal-In-Charge.

B. If the grievance cannot be resolved at this level within ten school days, it is then presented to the chairman of the Education Committee or the chairman of the House and Grounds Committee and the case may be for action by the committee concerned.

SCHEDULE A Cont8d

C. If no satisfactory agreement has been reached within ten school days at this level, the grievance goes to the President of the Board of Education who will meet in executive session with all board members and parties concerned.

D. The Board of Education shall conclude hearings within ten school days. The Board shall have ten additional school days after the conclusion of the hearings to render a decision to the aggrieved.

E. If the Board and the aggrieved party are unable to agree, the matter shall be submitted to an advisory board within ten school days after the request of either party to the other. The Board of Education and the aggrieved will each name one adviser. A third member who shall be the chairman shall be named by the first two. Costs, if any, shall be shared.

F. If the advisory board fails to make a recommendation acceptable to both parties within fifteen days, the grievance shall be presented to the Commissioner of Education through the County Superintendent of Schools.

These same steps would be followed for a group grievance of non-certificated personnel and the same immunity extended an individual would also apply to members of the group.

HARRINGTON PARK, NEW JERSEY

SALARY GUIDE
1972-73

Base \$400.

Step	BS	BS + 15	BS + 30	MA	MA + 15	MA + 30
1	1.00 8,400.00	1.03 8,652.00	1.06 8,904.00	1.10 9,240.00	1.14 9,576.00	1.18 9,912.00
2	1.045 8,778.00	1.075 9,030.00	1.105 9,282.00	1.15 9,660.00	1.19 9,996.00	1.23 10,332.00
3	1.09 9,156.00	1.12 9,408.00	1.155 9,702.00	1.20 10,080.00	1.24 10,416.00	1.285 10,794.00
4	1.14 9,576.00	1.17 9,828.00	1.205 10,122.00	1.25 10,500.00	1.295 10,878.00	1.34 11,256.00
5	1.19 9,996.00	1.22 10,248.00	1.26 10,584.00	1.305 10,962.00	1.35 11,340.00	1.40 11,760.00
6	1.24 10,416.00	1.275 10,710.00	1.315 11,046.00	1.36 11,424.00	1.41 11,844.00	1.46 12,264.00
7	1.295 10,878.00	1.33 11,172.00	1.37 11,508.00	1.42 11,928.00	1.47 12,348.00	1.525 12,810.00
8	1.35 11,340.00	1.39 11,676.00	1.43 12,012.00	1.48 12,432.00	1.535 12,894.00	1.59 13,356.00
9	1.41 11,844.00	1.45 12,180.00	1.495 12,558.00	1.545 12,978.00	1.60 13,440.00	1.66 13,944.00
10	1.47 12,348.00	1.515 12,726.00	1.56 13,104.00	1.61 13,524.00	1.67 14,028.00	1.735 14,574.00
11	1.535 12,894.00	1.58 13,272.00	1.625 13,650.00	1.68 14,112.00	1.735 14,574.00	1.81 15,204.00
12	1.60 13,440.00	1.65 13,860.00	1.695 14,238.00	1.755 14,742.00	1.81 15,204.00	1.89 15,876.00
13	1.67 14,028.00	1.72 14,448.00	1.77 14,868.00	1.83 15,372.00	1.89 15,876.00	1.97 16,548.00
14				1.91 16,044.00	1.97 16,548.00	2.06 17,304.00

* See page 24

The Board of Education reserves to itself the right to award or withhold increments.

A \$200.00 Longevity increment will be given to all teachers who have achieved tenure as of September 1, 1972.

SCHEDULE B cont'd

* It shall be clearly understood by both parties that the salary schedule (e.g. designated as Schedule B included in this agreement) does not guarantee an automatic salary increase. The Board reserves the right to withhold for inefficiency or other good cause, any and all employment, adjustment and merit increments. In the event the Board wishes to exercise such a right, it does hereby agree to follow this procedure:

1. Whenever the Superintendent of Schools decides to submit a recommendation to the Board to withhold a salary increment, the employee to be so deprived shall be put on notice of this recommendation.

2. Arrangements shall be made to afford said employee a reasonable opportunity to speak in his own behalf before the Board. Such a meeting before the Board shall not constitute a plenary hearing.

3. The Board will not take necessary formal action until a date subsequent to the above meeting.

4. If the resultant action of the Board is to withhold an increment, it shall, within 10 days, give written notice of such action, together with the reasons therefor, to the employee concerned.

SCHEDULE C

Procedures for Evaluating Probationary Teachers

1. The Purpose of classroom visitations during the opening months of school is to provide help to teachers and, particularly, to first-year teachers.
2. First-year teachers will be visited during the first six weeks of school. The purpose of these visits is to provide any help needed to insure that classes are under the teachers' control, that learning activities are being conducted in an organized and orderly manner and that the teachers have the instructional materials to carry out the program. If the necessary help cannot be provided the Superintendent is to be notified.
3. If, by November 15, any teacher shows such critical inadequacies that replacement before the end of the school year may be necessary, the principal is to inform the Superintendent of Schools in writing.
4. Second and third-year teachers will be observed as soon as all first-year teachers have been visited.
5. Formal observations will last as long as thought to be necessary, usually of twenty to forty-five minutes duration. Should questions of performance arise in the observation, additional observations may be made. The final evaluation will be made on the basis of observations, conferences with the teacher and overall performance.
6. The principal will write a report of each formal observation made. A conference will be held with the teacher following a formal observation.
7. By December 20, each teacher is to have a conference with the principal to review the teacher's qualifications and services in each of the following areas to the extent determined desirable by the Board of Education:
 - a. Personal Qualifications
 - b. Classroom Instruction
 - c. Extra-Class Pupil Activities
 - d. Parent Relations
 - e. Growth in Professional Competence
 - f. Professional Conduct
 - g. Community Relations
8. After January 1, the principal and the Superintendent will continue to visit non-tenured teachers.

SCHEDULE D

Absence From Work PolicyI. SICK LEAVEA. Definition: (18A:30-1):

1. Sick leave is hereby defined to mean the absence from post of duty of any person because of personal disability due to illness or injury, or because of exclusion by the school district's medical authorities on account of a contagious disease or being quarantined for such a disease in his or her immediate household.

B. Annual Allowance (18A:30-2):

10 months employees	10 days
12 months employees	12 days

1. Each person regularly employed shall be granted the annual allowance set forth above. All unused days during each school calendar year will be accumulated without limit for additional sick leave as needed in subsequent years.

2. Absences for which payment will be made in any school year in excess of accumulated sick leave shall require the recommendation of the Superintendent of Schools and the approval of the Board of Education.

C. Accounting

1. Teachers shall be given a written accounting of accumulated sick leave days no later than September 30th of each school year.

D. Sick Leave Payment

1. Payment for sick leave for service connected disability shall be in compliance with 18A: 30-2.1.

II. ABSENCE FOR PERSONAL REASONS, OTHER THAN SICK LEAVEA. Purpose

Since paid sick leave is provided by law for all full-time employees, the following provisions for other necessary absences are made in order that such employees do not diminish allowable sick leave by declaring as "sick time" days needed for unavoidable personal reasons.

SCHEDULE D cont'd

B. Definitions

1. "Immediate Family" means husband, wife, child, father, mother, brother, sister, grandfather, grandmother, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, or anyone making his home with the employee's family and regarded as a member of the family.
2. Relative of second degree means uncle, aunt, niece, nephew, first cousin.
3. "Religious Holiday" - a day appropriate to the employee's religion, designated as a religious holiday by the New Jersey Commissioner of Education in his annual notice in accordance with Chapter 322, Public Laws of 1951.

C. ANNUAL ALLOWANCE (non-cumulative)

- | | |
|--|---------------|
| 1. Serious illness in immediate family | up to 5 days* |
| 2. Death in the immediate family | up to 5 days† |
| 3. Absence for Compulsory Military Service.
An employee who must fulfill his annual military obligation during the course of the regular school year will receive compensation equal to the difference between his normal school salary and the amount of military pay received for the period of absence. | 10 days |
| 4. For observance of a religious holiday when the fulfillment of religious obligations can be accomplished only during regular school working hours. | 2 days |
| 5. Leave of absence for personal, legal, business household or family matters which require absence during school hours. Application to the teacher's principal or other immediate superior for the personal leave shall be made at least two days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this Section. | 2 days |

* While the normal allowance will be two days, written application can be made for the 5 days maximum allowance.

III. DEDUCTIONS

Whenever absence from work exceeds the allowance or whenever a person is absent for reasons other than stated above, a deduction from salary will be made for each day's absence:

- 10 months personnel - 1/200th of annual salary
- 12 months employees - 1/260th of annual salary

SCHEDULE D cont'd

Absence From Work Policy (Cont'd.)IV. MILITARY

Military leave without pay may be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at time of discharge. A similar leave shall be granted to the spouse of any teacher who is so inducted or who enlists to join him for the period of special training in preparation for duty overseas in combat zones.

V. MATERNITYA. Natural Birth

A tenure teacher shall notify the Superintendent of her pregnancy as soon as it is medically confirmed. Said teacher shall be placed on maternity leave without pay commencing four (4) months prior to the anticipated date of birth and shall continue to a year from the September immediately following the date the leave begins. In the event of stillbirth or the death of the child, the tenure teacher, if she elects, may return to her position when physically able to perform her duties. Upon the recommendation of the Superintendent and the approval of the Board, a teacher may leave at a later date or return at an earlier date than provided herewith. On or before March 1 prior to the September 1 specified above, a tenure teacher on maternity leave shall indicate to the Board in writing whether she intends to return to teaching the following September.

B. Adoption

Any tenure teacher adopting an infant child shall receive similar leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption. No tenure teacher on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the Harrington Park School District in the area of her certification or competence.

VI. ILLNESS IN FAMILY

A leave of absence without pay or fringe benefits of up to one (1) year shall be granted for the purpose of caring for a sick member of a tenured teacher's immediate family. Additional leave may be granted at the discretion of the Board. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

SCHEDULE D cont'd

Absence From Work Policy (cont'd.)VII. EXCLUSIONS

The above policy shall not apply in the case of substitute teachers or individuals substituting for other personnel covered by the regulations. No payment for absence of substitutes is authorized.